

Teitelbaum Law Group LLC  
30 Greenridge Avenue  
White Plains, New York 10605  
Tel. 914.437.7670  
E. Mail [jteitelbaum@tblawllp.com](mailto:jteitelbaum@tblawllp.com)  
Jay Teitelbaum, Esq.

Hearing Date July 7, 2020

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
In re: : Chapter 11  
: Case No: 19-22721(RDD)  
HAMPSTEAD GLOBAL, LLC, :  
Debtor :  
-----

**DECLARATION OF JAY TEITELBAUM IN RESPONSE TO DECLARATION OF  
ADAM PERZOW**

**JAY TEITELBAUM**, an attorney duly admitted to practice law in the State of New York and before this Court, hereby affirms under penalty of perjury:

1. I am the attorney for Stack's-Bowers Numismatics, LLC, d/b/a Stack's Bowers Galleries ("**Stacks**").
2. I am submitting this declaration, on my personal behalf in response to the scurrilous, false, defamatory and irrelevant accusations in the declaration filed by Attorney Chubak on behalf of Adam Perzow as ECF Docket No. 104.
3. To be crystal clear, Stacks takes no position on the fee dispute between Mr. Perzow and his former counsel, and Stacks is prepared to proceed with the Settlement which was filed as ECF Docket No. 94.<sup>1</sup>

---

<sup>1</sup> With respect to the Settlement, Stacks has authorized me to clarify two points made in the Perzow Declaration. First, Stacks was agnostic as to whether the Settlement is implemented through a plan or dismissal of the case. The Debtor insisted on dismissal and Stacks agreed to, and now prefers, that alternative. However, to the extent that dismissal may prove to be a barrier to approval of the Settlement, Stacks would accept implementation of the Settlement through a

4. This response is submitted by and on behalf of Jay Teitelbaum, a member of the bar of this Court, with the full support of Stacks. This purpose of this response is to address the defamatory, scurrilous, baseless and irrelevant allegations regarding the undersigned including at paragraphs 15 and 25 of the Perzow Declaration. The undersigned is requesting that the Court, pursuant to Bankruptcy Code Section 107(b)(2), Bankruptcy Rule 7012(f) and 28 U.S.C. 1927, (i) strike from the public docket all allegations of a personal nature with respect to me, including at paragraphs 15 and 25, and (ii) hold Mr. Perzow and Attorney Chubak accountable for this defamatory and baseless pleading (including levying monetary sanctions against Mr. Perzow and Attorney Chubak to among other things pay for the time of reviewing pleadings which are irrelevant to the case and the Settlement and for preparing this response).

5. As to the specifics of declaration. I cannot know and do not care what Attorney Kirby allegedly may have said to Mr. Perzow; but Mr. Perzow and his counsel know the limits of permissible filings. The Court knows Attorney Kirby and me. I am reluctant to dignify the allegations made by the likes of Mr. Perzow, but I cannot allow him to impugn my reputation, defame me and my family, and perpetuate lies to the Court.

6. At paragraph 15 Mr. Perzow attributes an "oddly close relationship" between myself and Attorney Kirby to the manner in which Attorney Kirby allegedly handled the case. The insinuation of something other than a professional relationship is defamatory, offensive, and baseless. In over 35 years of practice, I have never seen such utter disregard for the truth or

---

confirmed plan. Second, if it helps Mr. Perzow's ego to believe that bringing in Duane Morris or Amini scared Stacks or my firm into a settlement that is fine. However, the Court knows me and my background and that nothing could be further from the truth. What drove this settlement, as with all other settlements, is careful consideration of guidance provided by this Court during prior conferences, a recognition of the cost, time and risks of litigation and that the Debtor was holding our asset hostage during the process. Finally, it appeared that Attorney Chubak was able to cause Mr. Perzow to negotiate in good faith. Stacks, with the assistance of counsel, made a business decision and is prepared to proceed with the Settlement if approved by the Court.

rules of civility and proper pleading. I can assure Mr. Perzow that my wife of 36 years has an appropriate response for him (which I dare not put in these papers). Such an accusation is not only baseless and defamatory, it has no bearing on any aspect of this case. Mr. Perzow and Attorney Chubak must be held accountable.

7. My relationship with Attorney Kirby and her partners is based upon years of professional interactions in cases and as co-chairs of the Westchester County Bar Association Bankruptcy Division. I know how that professional relationship impacted my handling of this case for my client. My history with Attorney Kirby and her partners of resolving difficult matters without the need for protracted litigation caused me to pursue settlement believing that we were dealing in good faith - - at least until Mr. Perzow's conduct proved otherwise. This is no different than every other case and every other interaction with every other attorney practicing bankruptcy for many years. The level of trust and respect among professionals impacts decision making.

8. Mr. Perzow's declaration is proof that he will say anything if he thinks it will advantage him. His grasp of the truth is flimsy at best. Attorney Kirby, her partners and I shared a professional relationship based upon mutual trust. There was nothing "oddly close" about it. Indeed, every allegation made by Mr. Perzow to bootstrap his insinuation and inuendo is utterly false. (Perzow Decl. para 15).

- With respect to Mr. Assante: I represented Mr. Assante in his bankruptcy before Judge Morris. When we were engaging in an auction of estate property Mr. Assante secured a third party lender to provide financing for his bid to save his home. The lender sought a recommendation for a local bankruptcy attorney to represent him. I recommended Attorney Kirby and her former firm (Delbello).

Attorney Kirby had nothing to do with my representation of Mr. Assante and never joined me in any meeting with Mr. Assante other than to represent the lender at the closing of the sale.

- As for setting up Ms. Kirby's firm: Attorney Kirby sought my opinion about starting her own firm with her two partners. I gave my opinion about how three excellent lawyers could have a successful firm. I provided no legal, financial or other services or assistance to Attorney Kirby or her partners.
- With respect to my personal retirement plans: Over the course of years sitting in courtrooms waiting for calendar calls, Attorney Kirby and I have shared vacation stories and hopes to someday retire from this demanding profession. This is no different than conversations among lawyers practicing in this small bar. I have never disclosed private financial information to Ms. Kirby or any other details alluded to by Mr. Perzow. The allegations are false, offensive, baseless and irrelevant. Further, any mention of my personal life, or my family, or the location of where I may reside do not belong in any pleading before this Court.

9. Paragraph 15 should be stricken from the record as should references to any personal matters concerning me or my family.

10. Mr. Perzow, a serial bankruptcy filer, should know better and must be held accountable.

11. Mr. Chubak, an experienced attorney and the filer of ECF 104, definitely knew better and must be held responsible for filings under his name pursuant to Rule 11.

WHEREFORE, the undersigned requests that this Court, pursuant to Bankruptcy Code Section 107(b)(2), Bankruptcy Rule 7012(f) and 28 U.S.C. 1927 (i) strike from the

public record all of the personal allegations about Jay Teitelbaum (including at paragraphs 15 and 25); and (ii) sanction both Mr. Perzow and Attorney Chubak for filing this unnecessary, irrelevant, scurrilous and false pleading.

Dated: July 1, 2020

**Teitelbaum Law Group LLC**

By: /s Jay Teitelbaum  
30 Greenridge Avenue  
White Plains, New York 10605  
Tel. 914.437.7670  
E. Mail [jteitelbaum@tblawllp.com](mailto:jteitelbaum@tblawllp.com)